

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-06P-80050
ADDRESS OF PREMISES 11623 Lime Kiln Drive Neosho, MO 64850	PDN Number: NA

THIS AMENDMENT is made and entered into between Ozark Terminal, Inc.

whose address is: P.O. Box 471
Neosho, MO 64850

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the Lessor annual cost and schedule for inspection of the Emergency Generator and Fire Pump.

Exhibits A and B of this Lease Amendment are in addition to, and not in replacement of the Exhibits of the original Lease or Lease Amendments 1-3, which remain in effect except as expressly amended here.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

1. Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
2. Please reference Exhibit A for the Scope of Work (SOW) for the Emergency Generator weekly inspections. The annual cost is \$17,290.00.
3. Please reference Exhibit B for the SOW for the Fire Pump weekly inspections. The annual cost is \$8,260.00.

This Lease Amendment contains 2 pages and Exhibits A and B.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: _____
 Title: President
 Entity Name: Ozark Terminal, Inc.
 Date: 5/7/2021

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Joseph A. Gaudin
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
 Date: 5/10/2021

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: _____
 Title: Chief Operating Officer
 Date: 5/7/2021

4. Paragraph 2 of Lease Amendment 2 is hereby deleted in its entirety and replaced with the following:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

74,917 RSF	April 1, 2021 – November 30, 2028
74,917 ABOA SF	Annual Rent
Shell Rent	\$319,146.42
Operating Costs	\$203,743.02
Total Annual Rent	\$522,889.44

1-This amount is inclusive of all CPI adjustments as of the effective date of this Lease Amendment.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Ozark Terminal
11923 Lime Kiln Drive
Neosho, MO 64850

5. Paragraph 3 of Lease Amendment 2 is hereby deleted in its entirety and replaced with the following:

The Operating Cost Base in accordance with Paragraph 3.5 of the Solicitation for Offers shall be \$166,393.96. The base year shall be December 1, 2008.

INITIALS  &  R



1203-A Eaglecrest
Nixa, MO 65714
Office: 417-724-9420
(b) (6)
Fax: 417-724-9421

PROPOSAL**NUMBER: JAN92159****DATE:** March 22, 2021

TO: Ozark Terminal, Inc
11923 Lime Kiln Dr.
Neosho, MO 64850

Attn: (b) (6)

PROJECT: GENERATOR EQUIPMENT PREVENTIVE MAINTENANCE PROGRAM

Equipment List – VA Records Generator System

<u>Manufacturer</u>	<u>Model</u>	<u>Serial</u>
Generac Gen	1494140100	2062267
Generac ATS	1494140200	76206

Reporting

After each inspection the Service Engineer will provide the following reports:

- A. Review inspection reports, operation, and maintenance procedures with jobsite personnel.
- B. Following the inspection, submit a written inspection report, log sheets and a cover letter highlighting important information concerning equipment condition.

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Generator Inspection Program

WEEKLY INSPECTIONS AS APPLIES TO NFPA110

The following services will be performed during this Inspection:

- A. Basic Services
 - 1. Preliminary inspection of all system components; I.e., transfer switch, generator, engine, battery charger, block heater, etc.
 - 2. Inspect exposed hoses for leaks (record condition).
- B. Transfer Switch
 - 1. Inspect control relays and printed circuits.
 - 2. Inspect control wiring and check for loose connections.
 - 3. Ensure proper setting of time delays.
 - 4. Check operation of exercise clock.
- C. Generator.
 - 1. Clean generator
 - 2. Generator bearing for outer case rotation deterioration
 - 3. Inspect output box cover rotating rectifier assembly alternator
 - 4. Inspect brushes for proper tension and wear
 - 5. Clean exciter and rectifier
 - 6. Clean collector rings and commutator
- D. Test System
 - 1. Gen Set start Automatically
 - 2. Record Readings
 - a. System voltage/ph
 - b. System amps
 - c. Gen voltage/ph
 - d. Gen amps
 - e. Hertz
 - f. Engine Temp
 - g. Oil Temp
 - h. Oil Pressure
 - i. Alternator
 - j. Engine Hours
 - 6. Generator Shutdown
 - 7. Generator Breaker "on"
 - 8. Generator Switch "auto"
 - 9. Transfer Switch "auto"
 - 10. Battery Charger "on"
- E. Engine Cooling System
 - 1. Coolant level.
 - 2. Protection Factor.
 - 3. Inspect hoses for decay hardness.
 - 4. Check radiator for proper airflow.
 - 5. Inspect radiator cap.
 - 6. Inspect block heater.
 - 7. Inspect water pump.

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F. Engine Batteries

1. Inspect terminal connections, cleaning as required.
2. Check and record electrolyte level. Correct, as required
3. Load test battery (record condition).

G. Battery Charger

1. Inspect and Clean
2. Check for proper voltage and amps.

H. Belts

1. Inspect all belts for proper tension, excessive wear, and good alignment (record condition).

I. Engine Oil

1. Visually inspect the oil (record condition)

J. Air Filter

1. Inspect engine air cleaner (record condition).

K. Fuel Filter

1. Check fuel filter.

L. Ignition System

1. Spark Plugs.
2. Distributor Cap.
3. Points and Condenser.
4. Plug Wires.

M. Exhaust System

1. Ventilation.
2. Exhaust fans.
3. Louvers.
4. Rain Caps.

N. Housekeeping

1. Pick up all tools.
2. Clean area.
3. Close all doors and lock up.

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 LB

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 JS

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TERMS AND CONDITIONS

General Terms

1. This agreement does not include service or maintenance on any equipment used or installed for use in conjunction with the described equipment.
2. Norton Power Systems shall not be responsible for the routine operation of the equipment nor for injuries to persons, damages to property, or losses incurred by failure of the equipment to operate properly except those directly due to the negligent acts of our employees. In no event shall Norton Power Systems be liable for consequential or speculative damages.

Insurance

Copies of inspection reports will be forwarded to an insurance company if requested by the building owner.

Additional Parts or Labor

The owner must give approval or his authorized representative prior to Norton Power Systems furnishing any labor or material not specifically authorized by this contract.

Renewal

This agreement will be effective as of the Date of Acceptance, and will continue until terminated by either party. Any proposed adjustment in the agreement price must be submitted at least thirty days prior to the Anniversary Date of this agreement.

Cancellation

Either party may terminate this agreement on the Anniversary Date of this agreement, with written notice thirty days prior to the Anniversary Date. In the event of termination of this agreement, the customer will be responsible for any work completed but not invoiced and for all work in progress up to and including the date written notice of cancellation is received. After written notice is received, neither party shall be liable to the other in any manner other than as outlined in this paragraph.

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PROGRAM PRICING SCHEDULE

LABOR RATES

This program is designed to provide periodically scheduled preventive maintenance, on the equipment listed in this proposal. There may be occasions when additional services are required. When additional maintenance is required, the following labor rates will apply.

Regular Time Hourly Rate	(b) (4)
Over Time Hourly Rates	(b) (4)
Legal Holidays Hourly Rate	(b) (4)

EMERGENCY SERVICE

Emergency service is available 24 hours per day. Please call the following phone numbers for emergency service

Normal Working Hours	(417) 724-9420
After Hours Emergencies	(417) 724-9420

PER DIEM

Per Diem expenses for service call outside the services not provided, as part of this program will be billed at (b) (4) per day.

TRAVEL

Travel expenses service call outside the services not provided, as part of this program will be billed at (b) (4) per mile.

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ACCEPTANCE SECTION

Effective Date

The effective date of this agreement shall be the **1st** day of **April 2021**.

Customer Acceptance:

Firm Name: **Ozark Terminal**

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

Purchase Order Number: _____

Respectfully submitted,

Norton Power Systems

(b) (6)

Jeffrey A. Norton
President

Initials:  & 
L. E. GORR & J. A. NORTON

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